



1. All material listed herein is subject to purchaser's inspection and right of rejection on arrival, notwithstanding prior payment. Vendors are authorized to ship only those items and quantities indicated that are covered by this purchase order. If a review of material received indicates that material other than that covered by the contract has been ordered and delivered, the Director of Purchasing will take such steps as are necessary to have the materials returned regardless of the time elapsed between delivery and discovery of the violation. Full credit will also be demanded. Compliance with this requirement is the full responsibility of the vendor.
2. Materials rejected is to be returned to seller, at seller's expense for transportation both ways and no replacement or substitution shall be made unless so authorized by the College. Drop shipments received without any identifying purchase order may be refused and returned at the seller's expense. The College reserves the right to deduct from the vendor's invoices submitted for payment, all charges incurred in the event any items are shipped and delivered on a Collect basis via a common carrier in lieu of the specified F.O.B. delivered items as indicated on this purchase order.
3. Invoices indicated this Purchase Order Number must be on all packing lists, bundles and cartons shipped to the College.
4. No employee of the College, except as approved by the Purchase Agent or Board of Trustees, is authorized in such capacity and on behalf of the College to take part in negotiating, or in connection with the furnishing of supplies, services, and/or equipment, or shall become directly or indirectly interested personally in this contract or in any part.
5. Cash discounts, if any, shall be computed as commencing with receipt of invoice and/or merchandize, whichever is later.
6. The seller guarantees that no articles shipped pursuant to this order is adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, or is an article which may not under the provisions of Sec. 404 or 505 of that Act be introduced into interstate commerce, that no article shipped pursuant to this order is produced in violation of any provisions of the Fair Labor Standards Act and further guarantees full compliance with all provisions from time to time applicable of any other federal and all state and municipal laws or regulations and agrees to hold Middlesex County College harmless from all liability resulting from failure of such compliance.
7. Acceptance of this order is expressly limited to the terms hereof if the seller objects to any of the terms hereof, it shall notify purchaser in writing within ten days of the date hereof and withhold shipment of the goods listed herein until the controversy is adjusted. Any oral or written acknowledgement or confirmation of this purchase order, any shipment of the goods ordered hereby or the furnishing of any services pursuant to this purchase order shall, notwithstanding the terms of such acknowledgement or confirmation, constitute acceptance by the seller of each and the terms and conditions stated herein. The purchaser will not be bound to any additional or different terms hereafter transmitted except by a signed consent, and will in no event be bound by silence or by acceptance of the goods listed herein to any terms and conditions of the purchase agreement and shall constitute the complete and exclusive agreement between the seller and purchaser. No modification, revision, or waiver of this purchase order or any of its terms shall be effective unless in writing signed by the parties. This transaction (including remedies for breach and period within which such remedies must be brought) shall be governed in all respects by the laws of the State of New Jersey.
8. The contractor or vendor shall promptly remedy any defect without cost to the College which shall appear within a period of one year from the date of final acceptance unless a longer period is specified. The college will give notice of observed defects with reasonable promptness in the event that any part must be either repaired or placed under the provisions of this guaranty and/or in conjunction with either a limited or implied warranty included in equipment as a result of this Purchase Order, a replacement part must be provided by the supplier if required by the College and must be prior to shipment or disassembly to allow uninterrupted service of this component and/or equipment to the College. This provision shall not be subject to any limited warranty as specified by the manufacturer and imposed for the sole purpose of the end user, unless indicated otherwise.
9. If a bid award, it is understood and agreed that all of the documents as indicated on the purchase order are incorporated by reference and hereby made a part thereof. Seller will acknowledge receipt and acceptance of this order confirming price and shipping date within 10 days to the attention of the Director of Purchasing.
10. In accepting this purchase order, the seller unconditionally represents and warrants, any other representation or agreement to the contrary notwithstanding, that the material supplied pursuant to this purchase order is of merchantable quality, conforms to the detailed specifications as stated and is suitable for the purchaser's intended users and purposes in the ordinary course of this business to the extent that such intended uses and purposes are known or reasonably should be known to seller, and the seller agrees to hold the purchaser harmless against liability, judgment, damages, loss or expense, including reasonable counsel fees resulting from seller's failure to meet the requirements of this condition.
11. It is agreed and understood by the supplier that all applicable materials purchased for us by the College on this purchase order are in compliance with OSHA requirements and the N.J. Worker and Community Right to Know Act. This Order is accepted under all conditions shown hereon.
12. This order is accepted under all conditions shown hereon.
13. The contractor or vendor acknowledges that they have read and agree with exhibit A, Affirmative Action, with reference to P.L. 1975, C.127 (N.J.A.C. 17-27).